

**MADRAS FERTILIZERS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
MANALI, CHENNAI 600 068**

**NOTICE INVITING TENDER CUM AUCTION
FOR
HAULING PHOSPHORIC ACID FROM MFL PHOSPHORIC ACID TERMINAL AT CHENNAI
PORT TO MFL PLANT, THROUGH TRUCKS**

TENDER No.ESER/PRODN/ HPAT/160818/006 dated 27.07.2018

SUMMARY

Online bids are invited for "HAULING PHOSPHORIC ACID FROM MFL PHOSPHORIC ACID TERMINAL AT CHENNAI PORT TO MFL PLANT, THROUGH TRUCKS". Bidders who are interested to submit bids may visit MFL Website www.madrasfert.nic.in ("Tenders" – "e-tenders") or Central Public Procurement web www.eprocure.gov.in/eprocure/app. Instructions for applying e - tendering are given in Annexure – 1.

For any clarification, please communicate to the following:

e-procurement Cell : epro@madrasfert.co.in / epro1@madrasfert.co.in
Phone : 044 25945318 / 25941261- Mr A M Sridhar
User Contact Detail : Mr M Palaniswami - 044-25945420

Description:	HAULING PHOSPHORIC ACID FROM MFL PHOSPHORIC ACID TERMINAL AT CHENNAI PORT TO MFL PLANT, THROUGH TRUCKS
Estimated Value of Tender	₹96.18 lakhs
Nature of Bidding	Two Part Bidding : 1 st Part : Techno-Commercial Bid 2 nd Part: Price Bid
Commencement of viewing and downloading tender document from e-Tender Website	27.07.2018
Due date & Time of submission	16.08.2018 upto 1600 hrs.
Technical Bid Opening Date & Time	17.08.2018 at 1400 hrs.

Bid submission:	<p>Three separate on-line bids</p> <ol style="list-style-type: none"> 1. EMD 2. Techno-Commercial Bid and 3. Price Bid <p>To be submitted with price break-up details as per Annexure – 15 on or before the date & time meant for submission of bids</p>
Procedure for opening of Online Bid	Bids will be opened in seriatim EMD, Techno-commercial and Price Bid.
Bid Validity	120 days from the date of opening the technical bid.
Price Bid Opening Date	Techno-Commercially qualified Tenderers only will be intimated
EMD Amount	₹ 1,92,360/-. Original EMD, DD/BG should be furnished in a separate sealed cover superscribed as EMD for TENDER No. ESER/ PRODN/ HPAT / 160818 / 006 dated 27.07.2018 and the same should be addressed to DGM – Contract Cell within three working days from the due date of opening the tender
Security Deposit (SD)	5% of the Contract Value in the event of placement of Award of Contract
Mode of Payment for EMD and SD	By Demand Draft in favour of Madras Fertilizers Ltd., payable at Chennai or thru RTGS as per Annexure – 11 or by Bank Guarantee (Annexure – 8 for EMD& Annexure – 10 for SD).
EMD BG Validity	165 days from the date of Technical bid open.
Payment Term	The contractor shall submit his bill once in a fortnight. The Company will Endeavour to settle the bill after 30 days from the date of submission of the bill after due verification. The applicable rate of income tax at source will be deducted from the bill. The contractor shall not be entitled to any interest on the outstanding bills.
Contract Period	The period of contract will be one year from the date of commencement of the contract and can be extended for one more year with mutual consent at the same rates, terms and conditions, provided no down-ward trend of prices.

Bid Evaluation Basis	<ul style="list-style-type: none"> ▪ Techno-commercially qualified bidders will be selected. ▪ Price bids of the techno-commercially qualified bidders will be opened ▪ Reverse Auction may be conducted, if necessary, if the number of eligible bidders are more than one. ▪ If Reverse Auction is conducted, H1 elimination will be carried out. • For H1 elimination, MFL requires minimum of 6 bidders. Hence, after opening the price bids, the H1 bidder / bidders will be eliminated, subject to minimum number of eligible bidders for Reverse Auction are 5. ▪ If necessary, negotiation shall be conducted with L1/R1 Party.
Scope of work / duties and responsibilities of the contract	Refer Annexure – 2

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ANNEUXRE – 1**INSTRUCTIONS TO TENDERERS FOR APPLYING E-TENDER****Instructions to the Tenderers / Bidders for the e-submission of the bids online through the e-tender site of M/s National Informatics Centre (NIC)**

- 1) Bidders should do the registration in the tender site <http://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as nCode / eMudhra / Safe Script.
- 2) Bidder then needs to login to the site through their user ID / password chosen during registration.
- 3) The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 4) The Bidders can update well in advance, the documents such as certificates, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- 5) After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 6) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- 7) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf/.xls/.jpeg/.rarformats only.
- 8) Bidder should submit the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT and up to 3 working days after the last date of submission of bids. Scanned copy of the instrument should be uploaded as part of the offer along with Techno-Commercial bid.
- 9) It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms and Conditions (GTC) and Special Terms & Conditions (STC). GTC & STC can be accessed through Company's website.
- 10) The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- 11) After the bid submission, (the bid token number) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- 12) The details of the Earnest Money Deposit document should be submitted physically to the Department and the scanned copy should be furnished at the time of bid submission online. They should be same otherwise the Tender will be summarily rejected.
- 13) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.

- 14) The tendering system will give a successful bid updation message after unloading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 15) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 16) Bidder should log into the site well in advance for bid submission so that he submits the bid in time, i.e., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- 17) Each document to be uploaded through online for the tenders should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 8 MB.
- 18) The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 19) The time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 20) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 21) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 22) The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server system clock).
- 23) The bidder should log out of the tendering system using the normal log out option available at the top right hand corner and not by selecting (X) exit option in the browser.
- 24) Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
- 25) Bidders to note that if prices are indicated in their un-priced Techno-Commercial part their offer will be rejected and NO further evaluation or communication will be entertained in this regard.
- 26) Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections of the pages of the bid document including General Conditions of Contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

SCOPE OF WORK**1.0 Brief description of work:**

- 1.1 Madras Fertilizers Ltd is having four Phosphoric acid storage tanks at Chennai Port Terminals (CPT) with a capacity of 33500 MT. The tenderer is required to deploy either Stainless Steel (SS-316) or MS Rubber lined road tankers for hauling Phosphoric acid from MFL Phosphoric acid Terminal at Chennai port to MFL Plant, Manali at a distance of 20 km (approx.).
- 1.2 The sequence of operation to be followed is given below only illustrative and not exhaustive:
- 1.3 At the time of new tanker entry /tanker supplied after few days break-up, Empty tanker weight to be recorded in RMH plant and also all documents pertaining to vehicle and the driver should be produced to RMH shift-in charge for verification.
- 1.4 Tanker loading slip will be issued only after ensuring tank cleaning by MFL staff.
- 1.5 Parking the Road Tanker at the loading station at CPT. Filling up tanker will have to be done under MFL staff supervision.
- 1.6 Blinding of filling point flange and the gravity drain valve flange to be done. Before leaving, tanker to be ensured that no leak is persisting and all flanges to be sealed.
- 1.7 Hauling Phosphoric Acid from Chennai Port Terminal to Manali Plant without any loss, adulteration or pilferage.
- 1.8 Weighing the loaded tanker at MFL weighbridge while coming in and empty tanker after unloading the Acid .For the next trip, TALA (authorized form to load the truck)to be obtained from shift-in-charge/authorized MFL staff while going out of MFL premises,
- 1.9 Positioning the loaded tanker at MFL site unloading station for unloading.
- 1.10 Each and every tanker seals to be checked and intact to be ensured by MFL staff before Unloading the tanker. After clearance, Hose connection to be done under MFL staff supervision to unload the truck by gravity flow.
- 1.11 Ensuring adequate safety precautions for the Road Tankers/their staff while loading/unloading/transportation from Port to Site and vice versa by appropriate insurance.
- 1.12 Maintaining the trip sheets for each road tanker with proper signature of the authorized MFL personnel for loading and unloading operations.
- 1.13 MFL shall reject any Tanker, if, in the opinion of MFL, the same is not in good condition or unfit for the purpose for which it is intended.
- 1.14 100% weighment to be done at Chennai Port Trust. If any waiver is required specific approval is to be obtained at the time of movement. For those weighments, weighment charges against proof of documents shall be reimbursed.

2.0 Volume of work

- 2.1 It is proposed to haul about 51,000 MT of Phosphoric Acid on projected production plan during the contract period.MFL cannot guarantee any definite volume of work to be performed by the hauling contractors or the number of road tankers required during the currency of contract. However, generally the hauling rate required is 400-650 MT/day subject to various factors like production schedule, raw material

availability etc. The contractor shall increase/decrease the hauling, as directed by MFL to meet Production/Inventory requirement and as directed by MFL.

- 2.2 The tenderers are advised to acquaint themselves with the jobs involved and quote their rate in the form.
- 2.3 The above information is given merely to give the tenderers an idea of the work, to enable them make their own assessment for quoting rates and this shall not be taken as a guarantee for any minimum or maximum volume of work.
- 2.4 The contractor has to engage his own driver and a cleaner and other personnel required to load/unload/operate/maintain the road tankers.
- 2.5 The road tankers shall be maintained in good working condition at all times. Any Road tanker, on breakdown, shall promptly be hauled by another tanker.
- 2.6 The contractor shall carry out all items or services assigned or entrusted to him and shall abide by all instructions issued to him from time to time by the Officer acting on behalf of MFL together with such auxiliary and incidental duties/services and operations as may be indicated by the said Officer(s) that are not consistent with the terms and conditions of the contract.
- 2.7 The contractor shall be responsible for the good conduct of his employees and shall compensate MFL for the losses arising from neglect, carelessness, want of skill or misconduct of himself, his employees, agents or representatives.
- 2.8 The contractor shall strictly ensure that each Road tanker deployed for use in MFL is manned by a driver and a cleaner duly licensed therefore by the prescribed authorities.
- 2.9 The contractor shall advise MFL, the name of one or more representatives authorized to act on his behalf in each shift and provide their specimen signatures. It shall be the duty of these representatives to call at the office of the Deputy General Manager (Production) or his authorised representative every shift and generally remain in touch with him to obtain information about the program of work and also supervise/report progress of work.
- 2.10 The contractor shall give the company in writing from time to time names and specimen signatures of his employees in duplicate, who are authorized to act on his behalf. The signing of the Company's documents by the contractor's driver or agent shall be deemed to be sufficient acknowledgement for the receipt of goods on behalf of the contractor.
- 2.11 The contractor shall be responsible for rendering any or all the services required of them round the clock. He shall not be entitled to any extra payment on this account.
- 2.12 The contractor shall provide the company with sufficient number of road tankers with valid road permits, fitness, Insurance certificates, and all other documents within 24 hours of demand by the authorised MFL representatives. Each such road tanker shall be manned by the driver holding valid driving license and he as well as the cleaner shall have the experience in transportation.
- 2.13 The contractor shall ensure that in the event of breakdown of road tankers within plant premises, the road tankers are removed from the premises within a reasonable time and in any case within 24 hours from the time of breakdown at the contractor's own expenses.
- 2.14 The contractor shall report to the shift-in-charge of RMH Plant immediately about any accident/damage caused to any person by road tanker.

- 2.15 The contractor should report to the Dy.General Manager (Production), within four hours from the time of receipt of information for discussion on day-to-day problem faced by MFL.
- 2.16 The tanker, after loading, shall be sealed which should be in tact when it arrives at the unloading area. It will be the responsibility of the contractor to ensure safe transportation to MFL Plant without any loss/their adulteration en-route. Any loss incurred by MFL on this account shall be recovered from the Contractor. The amount equivalent to the loss incurred by MFL due to direct loss or adulteration will be adjusted from the Security Deposit or/and the bill amount claim towards Phos acid hauled. MFL decision on this will be final and binding on the Contractor.
- 2.17 Empty and loaded tankers shall be weighed inside Port trust for customs clearance/ for MFL (if required) and the weighment charges will be paid separately on production of documentary evidence.

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ANNEXURE – 3**QUALIFICATION CRITERIA****1.0 Qualification Criteria:**

- a. Tenderer shall have experience in the HAULING PHOSPHORIC ACID jobs during last 7 years ending 30.06.2018 (last date of previous month of floating) which should be either of the following:

Three similar completed works each costing not less than the amount equal to ₹38,47,200/-.

(or)

Two similar completed works each costing not less than the amount equal to ₹48,09,000/-.

(or)

One similar completed work costing not less than the amount equal to ₹76,94,400/-.

- b. Tenderer whose **average annual financial turnover** is more than or equal to ₹28,85,400/- in the financial years 2014-15, 2015-16 & 2016-17 only need apply. Tenderer shall attach copies of Income Tax Returns filed for the three financial years (i.e. 2014-15, 2015-16 & 2016-17).
- c. Tenderer should attach copies of valid registration certificate obtained from ESI, GST and PF Authorities.
- d. Tenderer shall attach Solvency Certificate for ₹28,85,400/- obtained after this advertisement publishing date.
- e. Tenderers must possess minimum two road tankers of SS 316 or MS rubber lined with gravity unloading facility and registered in their own name.

Non-compliance of any one of the above criteria shall lead to total rejection of the tender.

2.0 Documents required:

- a) Contract award letter copies / performance certificate from any organization to prove experience in the Thermal & Cold Insulation jobs, as detailed above.
- b) Audited statement of accounts for last three financial years i.e. 2014-15, 2015-16 & 2016-17.
- c) Valid registration certificates obtained from ESI, GST and PF authorities.
- d) Financial Soundness – Solvency certificate from Banker obtained on or after tender publishing date.
- e) Copy of Documents for two road tankers of SS 316 or MS rubber lined with gravity unloading facility and registered in their own name
- Signed / scanned copies of the above documents are to be uploaded as Attachment with the on-line submission of bids.

- Tenders will be rejected for non-submission of the relevant valid documents.
- If the Tenderer is under Holiday List / De-list or having any litigation with MFL, they need not apply. Tenderer shall submit Self-declaration as given in ANNEXURE -13.
- Also, if the Tenderer is under Black List in any State / Central Government or other PSUs, then they need not apply. Tenderer shall submit Self-declaration as given in ANNEXURE - 13.

ANNEXURE-4**TECHNO-COMMERCIAL BID FORMAT**

Name of the Tenderer	
Address	
Payment Term	The contractor shall submit his bill once in a fortnight. The Company will Endeavour to settle the bill after 30 days from the date of submission of the bill after due verification. The applicable rate of income tax at source will be deducted from the bill. The contractor shall not be entitled to any interest on the outstanding bills.
Payment Mode	RTGS/NEFT
Contract Period	The period of contract will be one year from the date of commencement of the contract and can be extended for one more year with mutual consent at the same rates, terms and conditions, provided no downward trend of prices.
Service Terms & Conditions	As in the Annexure - 5
Service Place	MFL Plant and PAT
Bid Validity	120 days from the date of opening the technical bid.
GST No.	
EMD payment Details	
Acceptance to give 5% Security Deposit in the event of placement of order / award of contract	Yes
Acceptance for Penalty clause as per Annexure-5.	Yes
Acceptance to all other tender norms, terms & conditions not mentioned herein	Yes

Signature of the authorized person :
Name of the authorized person :
Designation of the authorized person :

ANNEXURE – 5**GENERAL TERMS & CONDITIONS OF CONTRACT****1.0 DEFINITIONS:**

- 1.1 The term "Contract" shall mean and include the entire tender and the agreement signed by the Contractor and Madras Fertilizers Limited.
- 1.2 "Contractor" shall mean and include those entering into agreement with Madras Fertilizers Limited, their heirs, representatives, executors, administrators, successors and their permitted assignees, as the case may be.
- 1.3 "MFL" shall mean and include Madras Fertilizers Limited., Manali, Chennai 600 068 or any of its authorized officers.
- 1.4 "Services" shall mean and include all items of work, duties / responsibilities of the contractor and / or any other item of work not specified but consistent with general terms of the contract and entrusted by MFL.
- 1.5 "Contract Rates" shall mean the rates of payment fixed by MFL and accepted by the contractor. Escalation in "Contract Rates" will not be permitted under any circumstances.
- 1.6 "Company's Representatives" shall mean and include the General Manager (Plant), Deputy General Manager (Production) or other officers of the Company in-charge of Plant operations.

2.0 PERIOD OF CONTRACT:

The period of contract will be one year from the date of commencement of the contract and can be extended for one more year with mutual consent at the same rates, terms and conditions, provided no downward trend of prices.

If the contract is extended for one more year or part, the contractor has to pay additional security deposit for the increased contract value towards the extended period.

3.0 PLACE OF WORK:

The Contractor shall be responsible for rendering Services in Madras Fertilizers Ltd, as in the places specified in the scope of work.

4.0 RATES:

- 4.1 The tenderers shall quote the rate inclusive of all statutory levies and duties in the proforma, "BILL OF QUOTE" furnished as Annexure-15 except GST. GST will be extra as applicable at the time of billing.
- 4.2 The rate quoted is all inclusive except diesel price variation. No claim for payment in respect of any items including driver/cleaner other workers Wages / Bata, overtime, PF, Gratuity, Workers compensation/Claims, wage increase/revision etc., if any, road tanker maintenance, spares, consumables, vehicle tax, comprehensive insurance, port entry passes to the vehicles and to their staff, etc. shall be allowed for any reason. The rates quoted shall be firm, not subject to escalation of any kind and shall be valid for 120 days from the due date of submission of tender.

4.3 The rates quoted shall be valid for a period of one year from the date of issue of Letter of Intent / Award of Letter.

5.0 OPENING AND ACCEPTANCE OF TENDER:

5.1 Tenders received shall be opened on the date, time and place specified, in the presence of the tenderers or their authorized representatives choosing to be present.

5.2 Tenders not conforming to these instructions shall be liable to be rejected at the sole discretion of MFL.

5.3 The tenderers should be prepared to come to Madras Fertilizers Limited Plant at Manali, Chennai - 600 068, for discussions with the Company's Authorities, at their own expense and without any obligation, if called upon to do so.

5.4 Acceptance of the tender will be intimated to the successful tenderer through **Award of Contract** letter. The successful tenderer should submit the Security Deposit before executing an Agreement within the time specified in the Letter of Intent. In the event of failure on the part of the Contractor to sign the Agreement within the specified time, the amount of Earnest Money shall be forfeited and the acceptance of his tender shall be considered withdrawn without prejudice to any other rights and claims by MFL.

6.0 H1 ELIMINATION:

- After opening the price bids, MFL requires minimum of 6 or more eligible bidders for H1 Elimination process.
- The H1 bidder / bidders will be eliminated, only if the minimum numbers of eligible bidders for Reverse Auction are 5.

Example Conditions:

CONDITION – 1:

No. of bidders – 6
H1 bidders – 3 (Highest quoted bidders with same rates)

(Eligible bidders for Reverse Auction if H1 elimination carried out would be 3)

Hence no H1 elimination would be carried out and all the 6 parties would be allowed to participate in the Reverse Auction.

CONDITION – 2:

No. of Bidders – 10
H1 Bidders – 4 (Highest quoted bidders with same rates)

(Eligible bidders for Reverse Auction if H1 elimination carried out would be 6)

Hence all the H1 Bidders (4 bidders) would be eliminated and the remaining 6 bidders would be allowed to participate in the Reverse Auction.

7.0 BASIS OF ARRIVING AT L1 TENDERER:

The bidder who quoted the lowest rates in the Price Bid shall be considered as L1 tenderer.

However, during Reverse Auction, the bidder, who quoted the lowest rates shall be considered as R1 tenderer (Final L1 Tenderer)

8.0 REVERSE AUCTION:

- Reverse Auction will be conducted with IOP (Initial Opening Price) at the lowest total rate quoted in the price bid and Decrement Value at 0.1% of IOP.
- The bidder who quoted the lowest rate in Reverse Auction shall be treated as final R1 Party (L1 Party after Reverse Auction).
- If any of the vendors not responded / participated in the Reverse Auction, their original quoted rates shall remain same.

9.0 NEGOTIATION WITH L1/R1 TENDERER:

If MFL deems it fit to conduct negotiation, negotiation will be conducted

- i. Where there is only one Techno Commercially qualified bid.
- ii. Where there are more than one Techno Commercially qualified bid and where reverse auction is conducted but no competitive bid in reverse auction, with L1 / R1 tenderer.

10.0 SPLITTING UP OF JOBS:

100% job will be awarded to the L1 / R1 tenderer.

11.0 SUBLETTING AND TRANSFER:

- 11.1 The contractor shall be solely responsible for rendering any or all the services. He shall not sublet/transfer/assign the contract or any part thereof, to others. All his dealings with third parties shall be as between two principals without reference, in any way to Madras Fertilizers Limited. The contractor shall also undertake to make third parties fully aware of the position aforesaid.
- 11.2 The contractor shall be responsible for all the obligations arising out of enforcement of Contract Labour (Regulation and Abolition) Act in the State. He shall also be liable to reimburse Madras Fertilizers Limited for any expenses which the latter, as principal employer, may incur in meeting with any of the provisions of the Act.
- 11.3 If MFL is unable to continue the contract due to enforcement of any of the provisions of the Contract Labour (Regulation & Abolition) Act, then this contract shall cease forthwith and no notice for such termination shall be given by MFL. The contractor shall not be entitled to any damage, compensation, loss of expense whatsoever, arising out of such termination of the contract.

12.0 REMUNERATION:

- 12.1 The contractor shall be paid the remuneration in respect of the services described in the scope of work and schedule of rates and performed by him, at the contracted rates per Annexure – 15 or the accepted rate.

12.2 MFL will not pay any amount other than the contract rate(s). However, rate will be revised if any variation in diesel price above 5% of the base rate prevailing at the time of tender opening, will be enforced for increase/decrease in rate. The subsequent effective date of increase/decrease in rate shall be the date/s in which the diesel price increase/decrease attains more than 5% of the base rate of diesel, in one or more occasions during the contract period. Other than this, no other revision will be considered on any account whatsoever including idle hours, halting etc.

12.3 Criteria for diesel price variation (escalation/de-escalation) for revision in Rate

The diesel price variation effective rate workings are given below:

Diesel price per litre at the time of tender opening	:	₹x
Revised diesel price per litre on the scheduled date of claim	:	₹ y
Difference in diesel price	:	₹ (x-y)
Diesel consumption for 1 trip (to & fro)	:	16 lts.
Quantity of PA solution transferred per trip	:	20 Mt

Diff./Per ton : $16/20 * (x-y)$
 i.e 0.8* diff. in diesel rate

Revised rate (₹/Mt) = Approved Rate \pm (0.8 * diff. in diesel rate)

13.0 PAYMENT TERMS:

13.1 The contractor shall be paid for the services rendered as described in scope of work at the contracted rates. The rates herein provided shall not be subjected to any escalation except diesel price variation for any reason whatsoever.

13.2 The contractor shall submit his bill once in a fortnight. The Company will Endeavour to settle the bill after **30** days from the date of submission of the bill after due verification. The applicable rate of income tax at source will be deducted from the bill. The contractor shall not be entitled to any interest on the outstanding bills.

13.3 The weight of acid as obtained from MFL weighbridge or any other mode of weight determination as may be decided by MFL shall form the basis for payment.

13.4 100% weighment to be done at Chennai Port Trust. If any waiver is required specific approval to be obtained at the time of movement.

14.0 COMPLIANCE OF LABOUR LAWS:

14.1 The contractor shall comply with the provisions of the Factories Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, ESI Act 1948/ Workmen's Compensation Act, 1923, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965 and amendment act 2015, Payment of Gratuity Act, 1972 and 2016, Tamil Nadu Industrial Establishments (National & Festival Holidays) Act 1958, Payment of Wages Act 1936, Minimum Wages Act 1948 per Central Government Notification and Child Labour (Regulation and Abolition) Act and any other law applicable to the contract workmen as amended from time to time. The Tenderer has to quote the Minimum Wages as stipulated by Central Government, as the Company comes under the Deputy Chief Labour Commissioner, Central Government.

14.2 The contractor shall fully indemnify MFL for any default or non-observance by the Contractor or any of his representatives of any of the provisions of the above

mentioned enactments and the rules framed thereunder. Even though the Contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the Contractor of any of the Provisions or otherwise of the enactments cited, MFL reserves its right to settle directly any amount due by the contractor as mentioned above and to recover such amounts from any of the amounts payable by MFL to the contractor or in the absence of the same as debt due to MFL by the Contractor.

- 14.3 The Contractor shall, whenever required by the Company or Government Officials authorized under the Statutes, produce for inspection, all Forms, Registers and other papers required to be maintained under various statutes.
- 14.4 In the case of non-coverage of employees under ESI scheme / EPF besides the recovery of the amounts due by any contractor towards their contribution, penal interest and / or damages as may be levied by ESI Corporation or EPF Authorities, a penalty of 20% of the above amount would also be levied and recovered from their bills. In the event of cessation of the contract due to any reason whatsoever, the security deposit will be refunded only after the Contractor satisfies MFL as regards their having paid in full all payments relating to ESI/EPF payable by them and on execution of an Indemnity Bond and / or other documents to MFL as may be required by the Company.
- 14.5 The Contractor shall provide workmen with necessary safety appliances. The same shall be done at his own cost. If any of the workmen of the Contractor is found not complying with safety regulations during operations, the necessary safety appliances will be provided to the workmen and the cost shall be deducted from the Contractor's bill.
- 14.6 The contractor shall ensure that all the Rules and Regulations in force from time to time regarding safety, hygiene, sanitation and prohibition of smoking are complied with by his workmen.

15.0 MFL SAFETY RULES AND REGULATIONS:

- 15.1 The contractor shall acquaint himself thoroughly with and shall strictly enforce the rules and regulations, safety and security and follow the system and procedures in force at MFL.
- 15.2 The contractor shall ensure that no personnel under the contractor will be allowed to use the drums for any type of support or for any makeshift arrangements.
- 15.3 The contractor shall obtain, at his own expense all permits, licenses and governmental approvals necessary for the performance of the works, shall give all notices required and shall comply with laws, ordinances, rules and regulations, applicable to the works.
- 15.4 SMOKING INSIDE THE FACTORY PREMISES IS VERY DANGEROUS AND IS STRICTLY PROHIBITED. THE CONTRACTOR SHALL ENSURE THAT HIS MEN DO NOT SMOKE INSIDE THE FACTORY PREMISES.
- 15.5 If any of the above terms and conditions is not observed or fulfilled, the contractor shall be liable for Civil Proceedings and forfeiture of any money due to him by the company for any liability / cost incurred by the company in fulfillment of the above conditions. The company will also have a right to recover the balance amount due to MFL by the contractor.
- 15.6 The contractor shall be solely responsible for providing at his own cost, first aid, medical facilities, hospitalization, etc in the event of any of the contract man sustaining

any injury, meeting with accident, falling ill, or otherwise. The company is not obligated to provide any of the above facilities, if such events occur.

- 15.7 However, upon request by the contractor the company may extend its first aid transportation to hospital or such other medical centres. The cost of such first aid, medical facility or transportation as may be determined by the company, shall be debited to the contractor.
- 15.8 Madras Fertilizers Limited, Manali, Chennai 600 068, will provide the contractor a place for construction of Temporary office Accommodation / Storage facilities or Godown etc., at the cost of the contractor within MFL premises. The contractor can store reasonable leftover materials at his own risk and responsibility. The contractor shall remove the structures at his cost on vacating the premises

16.0 PENALTY CLAUSE:

- 16.1 MFL shall prescribe the quantity to be handled over a specified period (say once in a week/fortnight/month). In case of any shortfall on the part of the contractor in hauling this quantity for reasons not acceptable to MFL, then MFL shall levy a penalty of ₹ 25/T for the deficit quantity.
- 16.2 In case of failure on the part of the contractor to haul the specified quantity within the specified period, MFL shall have the liberty to engage any other agency/party to carry out the job. The expenses incurred in this regard will be recovered from the contractor.
- 16.3 Inadequate supply of tankers / refusal to carry out the assigned job, a penalty equivalent to production loss caused will be levied and deducted from the bills.
- 16.4 Penalty for non-performance will be levied to the maximum 5% of the contract value.
- 16.5 Besides levy of the above penalties, MFL reserves its right to summarily terminate the contract for repeated non-performance or inadequate performance of any of the terms of contract.
- 16.6 Strikes or cessation of work by contractor's labour owing to any dispute with the contractor or pertaining to wages or otherwise will not be deemed to be a reason beyond the contractor's control and the contractor shall pay a penalty of Rs.7000 per day for each day of work stoppage and shall, in addition, also be responsible for any loss/damage which MFL may suffer on this account. In addition to this an amount of penalty equivalent to Production loss caused will be levied and deducted from the bills. Penalty will also be levied per clause 10.0 for shortfall in acid hauling

17.0 WITHDRAWAL OF CONTRACT:

If the contractor withdraws the contract during the contract period, MFL shall have the right to get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL in addition to forfeiting contractor's Security Deposit.

18.0 SUMMARY TERMINATION:

- 18.1 Notwithstanding anything contained in the Clause 2.0 Supra, MFL reserves the right to terminate the contract forthwith at any time during the currency of the contract or in the event of contractor becoming insolvent or going into liquidation.
- 18.2 MFL shall also have, without prejudice to any other rights and remedies, the right in the event of breach/failure by the Contractor of any of the terms and conditions of the Contract or due to the Contractor's inability to perform as agreed for any reason

whatsoever, to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL besides forfeiture of Security Deposit.

- 18.3 The decision of Madras Fertilizers Limited about the breach / inability / failure on the part of the Contractor shall be final and binding on the contractor and shall not be called into question.
- 18.4 MFL reserves the right to terminate the contract without any notice in writing or without any obligation on the part of MFL in the event of MFL's decision to operate the work by a different system.

19.0 SIGNING THE TENDER AND DOCUMENTS:

- 19.1 The tender duly filled in all respects shall be digitally signed on each page by the tenderer.
- 19.2 The tender and all connected documents shall be digitally signed by all the Partners/Directors/Members of the tender or by any such person, who has the full authority to bind all the Partners/Directors/Members of the tender.
- 19.3 Person or persons signing the tender shall state in what capacity he is or they are signing the tender, e.g. as Sole Proprietor of a firm or as Secretary / Manager / Director, etc. of a Limited Company.
- 19.4 In the case of a partnership firm, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney having authority to bind all the partners in all the matters pertaining to the contract, including the arbitration clause. The original partnership deed, along with an attested copy, should accompany the tender.
- 19.5 In the case of a limited company, the names of all Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the company. Self attested copy of the Memorandum and Articles of Association of the Company shall be attached to the tender.
- 19.6 Self attested copies of partnership deed and power of attorney shall be submitted along with the tender.
- 19.7 In the case of Hindu undivided family, the names of the family members be disclosed and the Karta who can bind the firm should sign the form and indicate his status below his signature. The person signing the tender form or any documents forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper Power of Attorney duly executed in his favour stating that he has authority to bind such others or the firms, as the case may be, in all matters pertaining to the contract, including the arbitration clause.

20.0 CONSTITUTION OF THE TENDER:

- 20.1 The Contractor shall not change the constitution of the composition during the currency of the contract without the prior approval of MFL. Any change in the composition of contractor and happenings like death / resignation of any Partner / Director / Member shall be notified within 24 hours of such change / happenings by Registered Letter to Deputy General Manager – Contract Cell , Madras Fertilizers Ltd., Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.

- 20.2 The Contractor shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.
- 20.3 In the event of any dispute, Legal or other proceedings, by any party or parties concerning the constitution or composition of the contractor, MFL reserves the right to itself take such necessary action as it deems fit, including termination of the contract, withholding payments due to the Contractor.
- 20.4 The Contract shall be awarded on the basis of 'Principal-to-Principal Contract' and the Contractor shall be deemed to be in an independent contractor engaged for the performance of service / work / job in the manner and to the extent provided in these presents.

21.0 INFORMATION ABOUT TENDERERS:

- 21.1 The tenderers shall furnish at the time of submission of tender, complete, correct and precise details about themselves, viz., name and address, composition, their main business, in the form as per Annexure-13.
- 21.2 Tenders not accompanied by all the Schedule / Annexures intact and duly filled in and signed, shall be rejected.

22.0 LAWS GOVERNING THE CONTRACT:

The contract will be governed by the Law of India for the time being in force and made or as amended from time to time and the jurisdiction of the Court shall be that of the place where the Registered Office of MFL is situated (Chennai).

23.0 FORCE MAJEURE:

The terms and conditions of the orders shall be subject to force majeure. Neither Contractor nor MFL shall be considered in default of its obligation under this contract, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, sabotage, strikes, lock outs, fires, floods, explosions, epidemics, accidents, freight embargoes on export or import to India, Acts of God, Acts of Government, should one or both parties be prevented from fulfilling their actual obligations by the state of force majeure lasting continuously for a period of 3 months the two parties should consult each other regarding future implementation of the contract.

Tenderer shall promptly notify the MFL in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the MFL in writing the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24.0 ARBITRATION CLAUSE:

All disputes shall be settled in accordance with the laws of India for the time being in force and as amended from time to time.

Any or all disputes arising out of the Contract / agreement shall be settled by mutual discussions and in the event of failure to do so, such dispute(s) shall be referred to a Sole Arbitrator, who will be appointed by mutual consent for settlement of such dispute(s) and whose decision shall be final and binding. In the event of failure to appoint such a Sole Arbitrator, with mutual consent, then the Sole Arbitrator will be appointed through the High Court of Judicature at Madras.

Subject as aforesaid, the Arbitration and Conciliation Act 1996 shall apply to the Arbitration Proceedings under this clause and such Arbitration shall be in English and take place in the city of Chennai.

25.0 GENERAL:

CANVASSING IN ANY FORM IS STRICTLY PROHIBITED AND THE TENDERER WHO RESORTS TO CANVASSING, SHALL BE DISQUALIFIED.

ANNEXURE-6**REVERSE AUCTION PROCEDURE AND FORMAT****REQUEST FOR QUOTATION – RFQ**

Auction Document Reference Number	Rule (ARD)	MFL/RA/2017-18/ << srl.no >>
Process	Online Reverse Auction	
Website	https://eauction.gov.in/eAuction/app (or) https://eprocure.gov.in/eprocure/app	
Date & Time of Auction	<< date and time >>	
Requirement of Item	<< name of the tender with tender number >>	

Dear Supplier,

MFL is conducting Reverse Auction for above mentioned Tender. Unlike our past sourcing initiatives, bids for this opportunity will follow through online reverse auction. In this way, a fully transparent, fair market is created, where prospective vendors can evaluate the competition and are provided with opportunity to react as per the competitive live market/ bids & hence can able to modify your bids within the 'pre-intimated' fixed time frame.

We will also take the responsibility to publish the document, for conducting online Reverse auction and the bidding process, train all invited suppliers on how to bid online and conduct the online competitive bidding event and collect post bid cost breakdowns if any. This process shall be managed by M/s National Informatics Centre (hence known as NIC).

The goal of this initiative is to ensure that MFL is receiving the best market prices in the most transparent way and is aligned with right quality suppliers. MFL will keep all information received from suppliers as confidential.

Thanking you for your co-operation and best wishes.

<< **Tender Inviting Authority** >>

BUSINESS RULES FOR REVERSE AUCTION

1.0 APPLICABILITY

- 1.1 Reverse Auctions are carried out under the framework of rules that are called Business Rules.
- 1.2 All vendors participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to MFL in the prescribed format Annexure I.

2.0 ELIGIBILITY

- 2.1 Only vendors who are technically qualified alone will be eligible for participation in the reverse auction process.

3.0 COMPLIANCE/CONFIRMATION FROM VENDORS

- 3.1 The vendors participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the Tender:
 - 3.1.1 Acceptance of Business Rules for Reverse Auction and undertaking as per format in Annexure I.

4.0 TRAINING

- 4.1 MFL will facilitate training for participation in Reverse Auction on its own.

5.0 TOTAL COST OF OWNERSHIP (TCO)

- 5.1 TCO refers to the aggregate amounts payable by MFL for transfer of ownership.

6.0 DATE/TIME FOR TRAINING

- 6.1 The Venue, Date, Time etc. for training in Reverse Auction shall be advised at the appropriate time.
- 6.2 MFL shall endeavor to fix such Date/Time at mutual convenience to the vendor/s, and MFL.
- 6.3 No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of MFL might result in any avoidable delay to either the Reverse Auction or the whole process of selection of vendor.

7.0 DATE/TIME OF REVERSE AUCTION

- 7.1 The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 1 working Day prior to such auction Date.
- 7.2 Any force majeure or other condition leading to postponement of auction shall entitle MFL to postponement of auction even after communication, but, MFL shall be obliged to communicate to all participating vendors the 'postponement' prior to commencement of such 'Reverse Auction'.

8.0 CONDUCT OF REVERSE AUCTION

- 8.1 The Reverse Auction shall be conducted on a specific web portal meant for this purpose (<https://eauction.gov.in/eAuction/app>).
- 8.2 The Reverse Auction may be conducted by MFL itself using the NIC facility.

9.0 TRAINING AND AUCTION

- 9.0.1 MFL is responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.
- 9.0.2 Each bidder shall participate in the training at his / their own on prior appointment with MFL but before the date and time mentioned for the auction.
- 9.0.3 Bidders are requested to enroll themselves into the e-auction portal (<https://eauction.gov.in/eAuction/app>) and register their profile and digital key.
- 9.0.4 The credentials so created shall be used to logging into the e-Auction site for participation.
- 9.0.5 Any Queries regarding the enrollment, bidders are advised to contact MFL – e-Procurement Cell (044-25945318 / 25941261) before the date and time mentioned for the auction.
- 9.0.6 All the bids made from the log-in ID will be considered as the bids made by the bidder.
- 9.0.7 Any bid once made through registered log-in ID / password by the vendor / bidder cannot be cancelled. The bidder, in other words, is bound to sell the "Offering" as per the Tender at the bid price of TCO.
- 9.0.8 Every successive bid by the bidder / vendor being decrement bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
- 9.0.9 MFL shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different vendors. In other words, there shall never be a "Tie" in bids.
- 9.0.10 Bidding in the Last 5th minute shall be avoided.

10.0 TRANSPARENCY IN BIDS

- 10.1 All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

11.0 MASKING OF NAMES

- 11.1 Names of bidders/ vendors shall be anonymously masked in the Reverse Auction process and vendors will be given suitable dummy names.
- 11.2 After completion of Reverse Auction, the service provider / auctioneer shall submit a report to MFL with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

12.0 START PRICE

- 12.1 MFL shall determine the start price on its own at appropriate time during or at the conclusion of technical evaluation.

13.0 DECREMENTAL BID VALUE

- 13.1 The vendors shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be fixed by MFL during the start of the Reverse Auction.
- 13.2 The bid decrement value shall be rounded off to the nearest thousands of rupees.

14.0 COPY OF BUSINESS RULES

- 14.1 MFL shall up-load copy of the Business rules/ PCF/POST BID DOCUMENT in the auction portal. Only MFL technically qualified bidders for the mentioned tender alone can participate in the auction process.

15.0 REVERSE AUCTION PROCESS

- 15.1 In order to reduce the time involved in the procurement process, MFL shall be entitled to complete the entire procurement process through a single Reverse Auction.
- 15.2 MFL shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the MFL.
- 15.3 The successful vendor shall be obliged to provide a Bill of Material at the last bid price at the close of auction using the specified formats provided (Annexure II & III).

16.0 CHANGES IN BUSINESS RULES

- 16.1 Any change in Business Rules as may become emergent and based on the experience gained shall be made only by MFL.
- 16.2 Any / all changes made in Business Rules shall be uploaded in the Website immediately.
- 16.3 If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each vendor/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by MFL.

17.0 DON'TS APPLICABLE TO THE BIDDER/VENDOR

- 17.1 No vendor shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, MFL shall disqualify the vendor / bidders concerned from the reverse auction process.
- 17.2 Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of MFL to any other third party without specific permission in writing from MFL.
- 17.3 Neither MFL nor M/s NIC can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (MFL shall, however, entertain any

such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

18.0 ERRORS AND OMISSIONS

- 18.1 On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of MFL shall be final and binding on all concerned.

ANNEXURE- I***PROCESS COMPLIANCE FORM***

(The bidders are required to print this on their company's letter head, sign & stamp before uploading)

MFL-BRD Ref No: MFL/RA/2017-18/<<srl>>

Date: <<date>>

Madras Fertilizers Limited
(A Govt. of India undertaking)
Manali, Chennai – 600068

Dear Sir,

Reverse Auction for <<Description of Item/ service>>

E – TENDER No: <<Tender Number>>

We are interested in participating in the e-Auction Process for above mentioned subject and as stated in the MFL business Rule Document (MFL-BRD). We have received and fully understood the ARD for e-auction.

We confirm:

1. I/We agree that I/we have been provided training by MFL in order to participate in Online Auctions. I/We agree to update ourselves regarding any changes made to the MFL-BRD/MFL-BRD from the website of the NIC /MFL and bid accordingly.
2. I/We agree that I/we shall change the password on receipt by me/us and keep it confidential. I/We agree that NIC/MFL shall not be held responsible in any way for any losses that may be suffered by me /us as a result of disclosure of the password to any other person by me.
3. NIC/MFL will not be held responsible for any breakdown of power, internet/ bandwidth Connectivity, server, either at Bidder's end or at NIC directly or indirectly in the process of online bidding. NIC is not responsible for if any disputes or disagreements occur in between buyers & seller (vice versa).
4. Our online bids will pertain to the products / services as required by the MFL, as per the auction lots (markets).
5. We are aware of and understand the "Start Bid Price"/"Min Decrement"/ extension or bidding systems.
6. We are aware that Buyer (MFL) can accept or reject any of our bids without assigning any reasons whatsoever.

We hereby, confirm that we have understood the lot & market break up, Bidding price calculation and the process of e-Auction Event. We also confirm that we have made arrangements and would be able to place our bid on the specified date & time on our own.

We confirm, if allotted, we will honor our online bid(s), which is legally binding on us.

Name:

Signature:

Company Stamp & Seal

Designation:

ANNEXURE II**POST BID DOCUMENT****MFL-BRD Ref No: MFL/RA/2017-18/ <<srln>>**

Date: <<date>>

To

Madras Fertilizers Limited
(A Govt. of India undertaking)
Manali, Chennai - 600068

Sub: Final price quoted during online reverse auction conducted on <<date>> and price break up-of

**<<Description of Goods/ Services>>
E – TENDER No:<<Tender Number>**

(This sheet should be printed on the Letter head of the bidder duly stamped and signed by the authorized signatories for should be sent to the service provider within 24 hrs. from the completion of auction.)

Dear Sir,

We confirm that we have quoted as final cost of _____ (Price quoted on Total Landed cost Per NIT) as our final landed price during the Reverse Auction conducted today & Please find below the breakup for the same.

ANNEXURE III**POST BID BREAK UP**

Bidder(s) who win are hereby advised to give detailed breakup of the final prices in the price bid format provided in the EXCEL sheet and should reach MFL within 24 hours of the completion of Auction.

Price bid should be printed in separate A4 sheet, duly stamped and signed by the authorized signatory of the company.

ANNEXURE-7**EARNEST MONEY DEPOSIT (EMD)**
TERMS & CONDITIONS

1. The tenderer shall submit the Earnest Money Deposit of ₹ 1,92,360/- by way of demand draft drawn in favour of "Madras Fertilizers Limited" payable at Chennai or Bank Guarantee (BG) in the MFL approved format (**Annexure 8**) valid for **165 days** from the due date of bid submission including 45 days claim period or thru RTGS as per details provided in Annexure – 11.
2. Independent confirmation for having issued the BG by the concerned banker should be sent directly to DGM (a/c)–Contract Cell, MFL, Manali, Chennai 600 068.
3. Holders of valid certificates obtained from NSIC / DGS & D /MSME/ MSEs can claim exemption from EMD payment against proof of valid documents. NSIC should contain the title of the job / part of the title of the job / relevant job. **The monetary limit indicated in the NSIC registration certificate should cover the value of the tender. If the monetary limit in the NSIC certificate is less than the tender value, the tender shall be rejected.**
4. The Tenderer is not entitled for any interest on the EMD and not for any right of award of contract.
5. EMD shall be returned / refunded to the unsuccessful tenderers only after finalization of the contract. If paid by way of DD, it will be refunded through RTGS/NEFT transfers and in case of BG, it will be returned to the unsuccessful tenderers after finalization of the contract.
6. After submission of 5% of the contract value as security deposit by way of DD/BG/RTGS by the successful tenderer, EMD submitted by way of BG will be returned to them. EMD will be refunded to the successful tenderers only after receipt of Security Deposit.
7. Offers without EMD or valid NSIC/ DGS & D / MSME / MSEs Certificate obtained thru NSIC for exemption from EMD Payment, will be rejected.
8. EMD amount shall be forfeited without prejudice to any claim, if the tenderer, after submitting his tender, resiles from his offer or modifies the terms and conditions thereof, or fails to enter into agreement and take up the work within ten days from the date of award of the contract.
9. Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.

10. EMD payment either in the form of DD or BG or thru RTGS, or, if seeking exemption based on NSIC Unit, DGS & D, MSME and MSEs with relevant certificates to be directly sent to DGM – Contract Cell, Madras Fertilizers Ltd., Manali, Chennai 600 068 with clear superscription on the cover as “EMD for HAULING PHOSPHORIC ACID FROM MFL PHOSPHORIC ACID TERMINAL AT CHENNAI PORT TO MFL PLANT, THROUGH TRUCKS – Tender No.ESER/PRODN/HPAT/160818/006 dated 27.07.2018”.
11. The details of the Earnest Money Deposit document should be submitted physically to the Department within three working days from the due date of opening the tender and the scanned copy should be furnished at the time of bid submission online. They should be same otherwise the tender will be summarily rejected.

ANNEXURE – 8**FORMAT FOR BANK GUARANTEE FOR FURNISHING EMD**

Whereas _____ (hereinafter called the "tenderer") has submitted their offer dated _____ for supply of _____ (hereinafter called the "tender") against the purchaser's tender enquiry No. _____ KNOW ALL MEN by these presents that we _____ of _____ having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser") in the sum of _____ for which payment will and truly be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity;
 - (a) If the tenderer fails to furnish the performance security for the due performance of their contract.
 - (b) Fails or refuses to accept / execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand, the Purchaser will note that the amount claimed by it, is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal name and address of the Bank and address of the Branch.

ANNEXURE -9**SECURITY DEPOSIT (SD) - TERMS & CONDITIONS**

1. The successful tenderer shall pay 5% of the total contract value towards security deposit by Demand Draft or Bank Guarantee in the approved format (Annexure – 10) valid upto ninety days beyond the completion of the contract, issued by a Scheduled Bank to the satisfaction of MFL, payable and enforceable at Chennai or thru RTGS as per Annexure – 11, within 21 days from the date of intimation of his selection or before commencement of contract whichever is earlier. Independent confirmation of BG by the issuing Bank shall be sent directly to the DGM – Contract Cell, Madras Fertilizers Ltd, Manali, Chennai - 600 068. The Bank Guarantee / DD furnished towards the EMD amount is not adjustable towards security deposit and it will be returned to the contractor on furnishing security deposit payable by the tenderer, by way of DD or BG.
2. No interest shall be paid on the Security Deposit.
3. Failure to pay the security deposit or enter into contract shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract. The EMD amount shall be forfeited and the tenderer shall be liable to compensate MFL for any losses incurred by MFL.
4. The security deposit shall be refunded within a reasonable time after the period of the contract subject to the contractor fulfilling all obligations/ operations as required under the contract. Only after due satisfaction as regards to the payment of wages, bonus, ESI, PF and GST dues by the contractor, the security deposit will be refunded.
5. MFL reserves the right to appropriate any part or the whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by MFL due to breach or failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation/insolvency or change of composition. The decision of MFL in respect of such losses, failures, breach, damages, charges, expenses or costs, shall be final and binding on the contractor and shall not be called into question.
6. Whenever the security deposit falls short of the specified amount, consequent to any adjustment towards shortages/damages/losses, the contractor shall make good the deficit within 7 days from the date of receipt of intimation from the Company so that the total amount of security deposit shall not at any time be less than the specified amount.
7. In the event of the security deposit being insufficient or if the security deposit has been wholly forfeited, the balance of the total sum recoverable from the contractor as the case may be deducted from any sum then due or which at any time thereafter may become due and payable to the contractor under this or any other contract with MFL. If that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the remaining balance due as a debt.

ANNEXURE 10**BANK GUARANTEE FORMAT FOR FURNISHING SECURITY DEPOSIT**

In consideration of the Madras Fertilizers Limited, Manali, Chennai 600 068 (Hereinafter called "the Company") having agreed to exempt _____(hereinafter called "the said Contractor (s)") from the demand under the terms and conditions of an agreement dated _____, Purchase Order No. _____ dated _____ made between Madras Fertilizers Limited and _____ for supply of _____ (hereinafter called "the said agreement") of a Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs. _____ (Rupees _____). We _____ (Hereinafter referred as "Bank") at the request of _____ do hereby undertake to pay to the company an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the contractor(s) of any of the terms and conditions contained in the said agreement.

We _____(bank)_____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due any payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____). We undertake to pay to the company any money demanded notwithstanding any dispute raised by the contractor(s) / tenderer(s) in any suit or proceeding pending before any court or tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under any contractor(s)/tenderer(s) shall have no claim against us for making such demand.

We _____(Bank)_____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that is shall contained to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid. And its claim satisfied or discharge or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____(date)_____. We shall be discharged from all liability under this guarantee thereafter. We _____(bank)_____ further agree with the company that the company shall have the full cut liberty without our consent and without affecting in any manner or obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect or so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/tenderer(s).

We, _____(bank)_____, lastly undertake not to revoke this guarantee during its currency.

Notwithstanding anything contained this bank guarantees our liability under this guarantee is restricted to Rs._____ (Rupees _____). Our guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is received by us in writing on or before _____, all your rights under the said guarantee shall be forfeited and we shall be deemed relieved and discharged from all liabilities there under.

The beneficiary is bound to seek confirmation from the Regional Office whose address is mentioned below in respect of the genuineness and authenticity of the Bank Guarantee.

(Signature of the authorized officer of the Bank) -----

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch.

ANNEXURE 11**MFL'S BANK ACCOUNT DETAILS FOR SUBMISSION OF EMD / SD THRU RTGS**

1076

MANDATE FORM
Electronic Clearing Service (Credit Clearing) / Real Time Gross Settlement (RTGS)
Facility for receiving payments

A. Details of Accounts Holders :-

Name of Account Holder	MADRAS FERTILIZERS LIMITED
Complete Contact Address	MANALI, CHENNAI – 600 068
Telephone Number / Fax / Email	9884172251 / ins@madrasfert.co.in

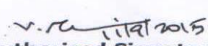
B. Bank Accounts Details :-

Bank Name	STATE BANK OF INDIA
Branch Name with Complete Address, Telephone No. and Email	COMMERCIAL BRANCH 232, NSC BOSE ROAD, CHENNAI – 600 001
Whether the Branch is computerized?	YES
Whether the Branch is RTGS enabled? If yes then what is the Branch's IFSC Code	SBIN0007347
Is the Branch also NEFT enabled?	YES
Type of Bank Account (SB / Current / Cash Credit)	CC ACCOUNT
Complete Bank Account No. (Latest)	10242276424
MICR Code of Bank	600002014


Date of effect :-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information. I would not hold the use Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date : 11-09-2015


Authorised Signatory
V. MURALIDHARAN
 General Manager - Finance & Accounts
MADRAS FERTILIZERS LIMITED
 Manali, Chennai - 600 068

Certified that the particulars furnished above are correct as per our records.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

 सहा. महाप्रबंधक / Assistant General Manager
Signature of the Bankers
 वाणिज्य शाखा, चेन्नै / Commercial Branch, Chennai-1

(Bank's Stamp)

Date : 11-09-2015

- Please attach a photocopy of cheque along with the verification obtained from the bank.
- In case your Bank Branch is presently not "RTGS enabled", then upon its up-gradation to "RTGS Enabled" branch, please submit the information again in the above proforma to the Department at earliest.



भारतीय स्टेट बैंक
State Bank Of India

(07347)-COMMERCIAL BRANCH CHENNAI
BOMBAY MUTUAL BUILDING
232 NSC BOSE ROAD CHENNAI 600001
IFS Code: SBIN007347

केवल 3 महीने के लिए वैध / VALID FOR 3 MONTHS ONLY

DDMMYYYY

PAY

रुपये RUPEES

को या उनके आदेश पर OR ORDER

अदा करें ₹

खा. सं.
A/c No. 10242276424

VALID FOR Rs. 50.00 Lacs & UNDER

FOR MADRAS FERTILISERS LTD

Prefix :
0523600002

MULTI-CITY CHEQUE Payable at Par at All Branches of SBI

AUTHORISED SIGNATORIES
Please sign above

⑈483119⑈ 600002011⑈ 000205⑈ 30

MADRAS SECURITY PRINTERS PVT. LTD., CHENNAI / CSE-209

ANNEXURE - 12**TENDERER'S BANK DETAILS & AUTHORISATION FOR RTGS/NEFT PAYMENT**

REQUIRED DETAILS	TO BE FURNISHED BY THE VENDOR		
VENDOR NAME			
ADDRESS			
TELEPHONE NO.		FAX No.	
EMAIL ID			
CONTACT PERSONS'S	b.Designation :		
a. NAME			
c. MOBILE NO.			
d. EMAIL ID			
COMPANY'S PAN NO.			
IMPORT EXPORT CODE(if applicable)			
VENDOR'S BANK NAME			
BANK ADDRESS / PHONE NO.			
VENDOR'S BANK CODE (MICR) NO.			
VENDOR'S BANK ACCOUNT NO.			
ACCOUNT TYPE	Saving Acct / Current Acct. (Strike out which is not applicable)		
GRPT CODE			
NEFT CODE			
IFS CODE			
RTGS CODE			
BANK SWIFT CODE (For foreign vendors)			
ARE YOU A (if applicable)	Manufacturer YES / NO	Dealer YES / NO	Agent YES / NO
CATEGORY OF THE FIRM	A. Micro	B. Small	C. Medium
REGISTERED WITH	CST No.	SSI No.	EC No. TIN No.

We hereby authorize Madras fertilizers Limited to make all the payments due to us with respect to above referred Enquiry through RTGS/NEFT Transfer

Place:

Signature of Authorized Signatory:

Date:

Name:

SEAL:

Designation:

(To be filled by MFL in case of ordering)

MFL Purchase Order No.

RTGS-Real Time Gross Settlement Code NEFT-National Electronic Funds Transfer
IFSC- Indian Financial System Code

ANNEXURE – 13**INFORMATION ABOUT THE TENDERER AND UNDERTAKING**

Sl. No.	Information Required	To be Filled in by Tenderer
1	Name of the Tenderer	
2	Address of Registered Office and Branches	
3	Address and Phone Number, Fax Number, Email ID etc.	
4	Composition of Tender (here state whether it is Hindu Joint Family Business, Proprietorship concern or Registered Partnership or a Limited Company)	
5	Nature of normal business of the tenderer	
6	Experience of similar working (Certificate to support statement must be enclosed)	
7	Any other experience and reference of the Companies (Attach separate sheet, if necessary). Copies of certificates (Award of contract and experience) to support statement must be attached.	
8	Details of Turnover	
9	Copy of PAN Card and 3 years IT Assessment order to be attached	
10	Three years audited statement of Accounts with Balance Sheet	
11	PF Code No.	
12	ESI Code No.	
13	Labour License No., if any.	

14	GST Registration No.	
15	Any court case is filed against you or your concern	
16	Have you / your Firm filed any case against MFL	
17	DD No., Date, Name of the Bank and amount towards EMD	

Note: Copies of documents are required to be attached for Sl.No.5 to 14.

Incomplete information and non-submission of copies of supporting documents will lead to rejection of tender.

I/we declare that the above information is true to the best of my / our knowledge.

Place:

Signature of the Tenderer

Date :

(Name & Office seal)

SELF DECLARATION

I/We hereby declare that I/We have not been banned and de-listed / holiday list by any company / PSU / Government Department / Financial Institution / Litigation with MFL.

Place :

Signature of the Tenderer

Date :

(Name & Office seal)

TENDERER UNDERTAKING

THE TENDERER HEREIN

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
- Confirms and acknowledges that the bids placed are true, accurate & with the best knowledge.
- Confirms that awarding of the contract based on the bids of the tenderer is the sole discretion of MFL
- Undertakes to honour the bid(s), which is legally binding on, if the contract is awarded to the tenderer.
- Accepts EMD, SD & Penalty Clause and agrees to invocation of the respective clause(s) in case of non-fulfillment of commitment.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
- Agrees to update any changes made in the tenders & subsequent corrigendum from the e-Tendering portal of M/s NIC / CPPP.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

ANNEXURE - 14**FORM OF AGREEMENT****(To be executed by the contractor on Rs.100/- Non-Judicial Stamp Paper)**

This agreement is made on the ___ day of _____ 2018 BETWEEN **M/s MADRAS FERTILIZERS LTD., MANALI, CHENNAI 600 068** (hereinafter called the Company) of the ONE PART and _____(hereinafter called the Contractor) of the OTHER PART.

WHEREAS the Company want that the job of _____and the Contractor has accepted the same.

Now this Agreement witnesseth as follows:

- 1 In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
- 2 The following documents shall be deemed to form and be read and construed to be part of this agreement viz.

1.	
2.	
3.	
4.	
5.	

- 3 In consideration of the payments to be made by the company to the Contractor as hereinafter mentioned, the contractor hereby covenants with the Company to complete the above job in conformity in all respects with the provisions of the contract.
- 4 The Company hereby covenants to pay the contractor in consideration of completion of the aforesaid job, the contract price at the time specified and in the manner prescribed in the Award of Contract (referred in Sl. No.5 above).

In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have unto set their respective hands and seals) the day and year first above written.

Signature of the Company

(Name and designation with Office Seal)

Signature of the Contractor

(Name and designation with Office Seal)

Witnesses: 1.

2.

ANNEXURE – 15**BILL OF QUOTE****HAULING PHOSPHORIC ACID FROM MFL PHOSPHORIC ACID TERMINAL AT CHENNAI PORT TO MFL PLANT, THROUGH TRUCKS****TENDER No. ESER/PRODN/HPAT/160818/006 dated 27.07.2018****Instructions to quote in the Fixed Rate BOQ:**

- Rate quoted should be inclusive of all taxes and levies except GST.
- Percentage of GST will be extra as applicable at the time of billing.
- The applicable diesel price as on the last date of bid submission will be base for arriving the quoted rate.
- Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
- Bidders to note that if prices are indicated in their un-priced Techno-Commercial part their offer will be rejected and NO further evaluation or communication will be entertained in this regard.

Sl. No.	Description	Qty [MT]	Rate (₹ /MT)	Amount [₹] E=[C*D]	GST [5%]	GST [₹] G=[E*F]	Total Amount [₹] H=[E+G]
A	B	C	D	E	F	G	H
1.	Hauling Phosphoric Acid from MFL Phosphoric Acid Terminal at Chennai Port to MFL Plant, Manali, Chennai through trucks	51,000					

Offer Validity	120 days from the due date of bid submission
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